

FILED - GR

April 12, 2024 11:37 AM

CLERK OF COURT

U.S. DISTRICT COURT

WESTERN DISTRICT OF MICHIGAN

BY:JMW SCANNED BY: RB 4-12

**UNITED STATES DISTRICT
FOR THE WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

JP MORGAN CHASE BANK NATIONAL
ASSOCIATION

Case No. 1:23-cv-01112

Plaintiff,

Hon. Robert J. Jonker

Magistrate Judge Sally J. Berens

V

JOHN W. HIGGINS, MARTHA R. HIGGINS; AND
UNITED STATES OF AMERICA,

Defendants.

UNITED STATES OF AMERICA,

Counterclaim/Crossclaim Plaintiff,

V

JOHN W. HIGGINS, MARTHA HIGGINS;

Crossclaim Defendants,

And

JPMORGAN CHASE BANK, N.A.

Counterclaim Defendant.

**DEFENDANT HIGGINSES RESPONSE TO PLAINTIFF'S MOTION PURSUANT TO
FRCP 12(c) FOR PARTIAL JUDGEMENT ON THE PLEADINGS AS TO COUNT I OF
ITS SECOND AMENDED COMPLAINT AGAINST DEFENDANT HIGGINSES FOR
JUDICIAL FORECLOSURE**

Plaintiff JPMorgan Chase Bank, N.A., by counsel, Dykema Gossett PLLC, moves under Fed. R. Civ. P. 12(c) for partial judgment on the pleadings as to Count 1 of Chase's Second Amended Complaint (SAC) seeking judicial foreclosure As to Lot 18 under Chase's mortgage because Defendants John and Martha Higgins admit in their Answer all material facts regarding the validity and enforceability of Chase's mortgage, Chase's interest in Lot 18 of the Property as legally described in the mortgage, the Higginses' default on their loan, and Chase's entitlement to foreclose. Pursuant to Local Rule 7.1 (d) on March 15, 2024, the undersigned contacted Defendant John Higgins by telephone to seek concurrence in this Motion, and concurrence was denied. For the reasons explained in the accompanying brief in support, Plaintiff JPMorgan Chase Bank, N.A. Respectfully requests that the Court grant this motion, enter Partial Judgment on the Pleadings in favor of Chase as to Count 1, and grant Chase such other relief that the Court deems proper.

To the extent the Court grants this motion and enters judgment on the pleadings for Chase as to Count 1 of the SAC, Chase reserves the right to submit a proposed Judgment of Foreclosure.

RESPONSE

The Higgins do not admit to the validity and enforceability of Chase's mortgage, and Chase's interest in Lot 18 of the property as legally described in the mortgage. The Higgins are not current on their principle and interest payments. This may

not be a default on their loan. The Higgins do not agree that Chase is entitled to foreclose.

For the reasons explained in the accompanying answers, Defendants

John and Martha Higgins respectfully request that the Court deny this motion

Regarding Count 1, and allow all three counts in the SAC to be litigated together.

Respectfully submitted:

John W. Higgins

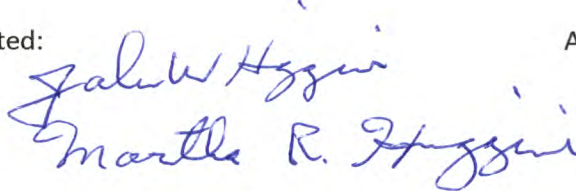
Martha R. Higgins

50102 Alpine Blvd.

Grand Beach, MI 49117

jhiggins@higginsdevelopment.com

April 9, 2024

Handwritten signatures of John W. Higgins and Martha R. Higgins in blue ink. The signature of John W. Higgins is on top, and the signature of Martha R. Higgins is below it.

MAIL



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Retail



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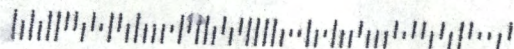


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J. Higgins
50102 Alpine Blvd.
Grand Beach, MI 49117

CERTIFIED



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